

Moscow

December 28, 2006

"WHITMORE LIMITED" hereinafter referred to as the "Seller" on behalf of the attorney Shlykovich Siarhei, acting on the basis of the Power of Attorney, on the one part and the company SRL "Avertas – prim" hereinafter referred to as the "Buyer" on behalf of the director Şpac Tatiana, acting on the basis of the Charter on the other hand, together called the "Parties" concluded this Contract of the following:

1. Subject of the Contract

- 1.1. The Seller shall sell and the Buyer shall buy on terms of this Contract Goods (equipment) indicated in Appendix №1 to the given Contract.

2. Price of the Goods

- 2.1. Prices of the goods are fixed in USD.

Price per unit of the Goods in each lot shall be stated in a respective Commercial invoice to this lot of the Goods and include: packing and marking cost; cost of the Goods loading into a vehicle indicated by the Buyer; cost of the Goods quantity verification during loading; cost of export customs procedures and other expenses provided by the supply basis in accordance with INCOTERMS 2000 agreed upon by the Parties for each particular supply.

- 2.3 Goods' Prices indicated in Commercial invoices are final and unchangeable as regards every corresponding delivery.

- 2.4 The total sum of the present Contract is 25 000 000-00 (Twenty five million) USD. This total price may be modified by the written agreement of both Parties.

3. Payment conditions

- 3.1. Payments for the Goods, delivered under the present Contract shall be made in USD on the basis of Commercial invoices for a particular lot of the Goods.

Payment for each lot of the Goods shall be made by the Buyer by way of wire transfer of 100% of the total amount (fixed in Commercial invoice) for the relevant lot of the Goods to the banking account designated by the Seller.

- 3.2. The date of execution by the Buyer of his money obligation shall be the date of money acceptance by the Seller.

- 3.3 In the case the Goods' recipient (Consignee) is not the Buyer but another person, agreed by Parties and specified in Commercial invoice, the Buyer shall remain liable to pay to the Seller the price of Goods shipped to this person – Consignee.

4. Procedure of Orders' legalization and execution

- 4.1. The Buyer sends to the Seller written orders for Goods by e-mail where name and code of Goods as well as desired quantity and periods of delivery are stated.

- 4.2. The Parties settle the terms for: assortment, quantity, prices of each lot of Goods, date of delivery, other essential terms.
- 4.3. On the basis of the adjusted terms the Seller shall draw up a Commercial invoice to the Goods lot and provide it to the Buyer. Then the Seller shall ship the Goods on the basis of this Commercial invoice.

5. Quality of the Goods

- 5.1. The quality of the Goods, delivered under the present Contract, should correspond to sanitary and technical norms, and also standards accepted by country of final destination.

6. Packing and marking

- 6.1. The outer and inner packing of the Goods should fully protect them from any damage during transit by any kind of transport, taking into account overcharge possibility, as well as prevent Goods from any negative atmosphere effects, under condition that Goods are duly handled.
- 6.2. The outer marking of the Goods shall be effected according to the standards of country of final destination.

7. Conditions of Goods' acceptance

- 7.1. The Goods are considered delivered by the Seller and accepted by the Buyer in the following cases:
- 7.1.1. Quality respect: if the Goods corresponds to the quality indicated in the certificates of conformance, given by the Seller.
- 7.1.2. In respect of quantity: if quantity of the shipped to Forwarder Goods corresponds to that of stated in a Commercial invoice, CMR.

7.2 Forwarder's representative (driver of vehicle) shall check the Goods packing appearance and the shipped Goods quantity/range when loading the Goods in a vehicle (ship). In the event an international waybill (CMR) has no information about the packing appearance and the Goods quantity/range the Seller shall be considered to deliver the Goods to the Buyer in quantity/ range as stated in a Commercial invoice to this lot of the Goods.

8. After Sales Service

- 8.1 The Seller is obliged within guarantee period the Goods should be revealed from technical and productive defects (further – Guarantee). The guarantee covers all Goods, shipped in accordance with present Contract and is valid during 12 (twelve) months from the moment of selling the Goods through retails to the private end user, but not longer than 18 (eighteen) calendar months from the moment of shipment to the Buyer. The private end user means a person buying goods from Russian retailers for private. domestic purpose (no for business).

- 8.2. The Seller guarantees that Goods will operate in appropriate way within indicated period. Guarantee does not cover the deterioration, damage or other defects, caused by inappropriate exploitation, chemical or electric impact, as well as deterioration, damage and other defects, caused by inappropriate and careless usage of the Buyer or its private end user.

9. Claims

- 9.1. In the case of the Buyer's authentic damage that is a result of a claim's on Goods' quality satisfaction of a private end user, who bought the Goods delivered under the present Contract, the Parties are obliged in conference, in the shortest possible period of time, to solve the problem of costs' references from such damage to the expenses of one of the Parties.

10. Responsibility of the Parties

- 10.1. Responsibility of the Parties under present Contract shall be regulated in accordance with current civil legislation of Russian Federation.
- 10.2. In the case of payment terms violation by the Buyer, the Seller shall have the right to collect from the Buyer the penalty at the amount of 0,1% from unpaid sum for each day of delay by written requirement about payment of the penalty, which shall be sent by the Seller to the Buyer.

11. Force-Majeure

- 11.1. Neither of the Parties shall be liable for full or partial failure of their obligations under the present Contract, if it will be able to prove the following:
- That the failure was caused by force-majeure circumstances, i.e. circumstances which were beyond its control; and
 - That it could not reasonably have avoided or overcome it or at least its effects.
- 11.2. Circumstances, mentioned in item 11.1. of the present Contract, may be caused by including the following events:
- military operations (weather declared or not), civil war, riots and revolutions, acts of piracy or sabotage;
 - natural disasters, such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;
 - explosions, fire, destruction of machines, factories and other objects;
 - boycotts, strikes and lockouts of all kinds, go-slows, occupation of factories and premises and work stoppages which occur in the enterprise of the party seeking relief;
 - acts of authorities.
- 11.3. For the purpose of items 11.1. and 11.2. of the present Contract, unless otherwise is provided in the present Contract, impediment does not include lack of authorization, of licenses, visas or permits necessary for the present Contract performance and which are given by the public authorities to the Party and kind whatsoever in the country of the Party seeking relief.
- 11.4. Any of the Parties will immediately inform in written form the opposite Party about beginning, prospective validity or the termination of validity of the mentioned above circumstances. As necessary and sufficient acknowledgement of these data the

corresponding written certificate will serve given by the Chamber of Commerce and Industry or by any other competent body of the country of the party seeking relief.

- 11.5. If the impossibility of the complete or partial performance of the Parties' obligations due to the above said circumstances last for more than 90 (ninety) calendar days, the Parties can terminate the present Contract totally or partly without the eventual losses indemnifying (including expenses) to each other.

12. Arbitration

- 12.1. The Parties shall in every possible way work for settle possible disputes and disagreements, which arise during realization of the present Contract, by means of negotiations.
- 12.2. In case no settlement can be reached between two Parties, the case under discussion shall be submitted in the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation settled under the Rules of this Court to the examination of three of the arbitrators. The legislation of Russian Federation is applicable in this case.

13. Validity of the Contract, the order of its change and cancellation.

- 13.1. Any amendments and addenda to the present Contract are valid only if being done in written form and signed by authorized representatives of both parties.
- 13.2. The present Contract can be terminated before the expiration term under the mutual written agreement of the parties:
- Under the initiative of one of the Parties, thus interested party is obliged to warn the other party in written form for 60 (sixty) calendar days up to prospective date of cancellation;
 - Under the mutual agreement of the parties;
 - Under the consummated Court's decision.
- 13.3. In case of termination of the present Contract before the appointed time the Seller and the Buyer settle the final accounts during 30 (thirty) calendar days from the date of termination of the present Contract.
- 13.4. The contract is valid until December 28, 2007.

14. Miscellaneous

- 14.1. Payment of all taxes, customs duties, fees and other liabilities due within the territory of the Seller's warehouse country with respect of performance of the present Contract will be paid by the Seller at his own expense. The Seller is also bound to obtain export licenses if such will be required.
- 14.2. All taxes, customs duties, fees and other liabilities due within the territory of the Buyer's country with respect of performance of the present Contract will be paid by the Buyer at his own expense. The Buyer warrants that they have effective import license of the Goods if it is required.
- 14.3. Parties guarantee that they have all rights, powers and documents, necessary for concluding and fulfilling of the present Contract

- 14.4. Any Party hereby is entitled to transfer its rights and obligations under the present Contract to third persons after notification of the other Party.
- 14.5. The Parties are obliged to observe strict confidentiality during execution of the present Contract.
- 14.6. All the previous negotiations and correspondence between the Parties become null and void starting with the signing date of the present Contract.
- 14.7. The present Contract is drawn up in 2 (two) copies in the English languages each one, each copy being equally authentic.
- 14.8. In case of changing the address or accounts, the Parties is obliged to inform each other about this during 10 (ten) calendar days since the date of such changes.

Location and Essential Elements of the Parties

the Seller:

WHITMORE LIMITED
18 BOLD WOOD ROAD, LONDON, E65QQ,
UK
Beneficiary's account:
LT467010000005603014
Bank Beneficiary's: UKIO BANKAS
3000 KAUNAS, LITHUANIA
SWIFT: UKIOLT2X

the Buyer:

SRL "Avertas - prim"
Str. Ion Creanga 70, of. 76,
Beneficiary's account: 22515018404043
Bank Beneficiary's: BC Banca de Economii,
Branch Nr.1, SA, fil. 1, Chisinau,
SWIFT: BECO MD 2X



(Shlykovich Siarhei)



(Şpac Tatiana)



APPENDIX

To contract № WF/E 291
28.12.2006

	Name of article	Quantity
1	3	4
	REFRIGERATED CASE	
1	KLAUDIA 30 V self service	475
2	KLAUDIA 36 V self service	510
3	KLAUDIA 30 V self service BA	505
4	KLAUDIA 36 V self service BA	470
5	KLAUDIA 12 semi	700
6	KLAUDIA 12 semi	728
7	MINA-T-4	620
8	MINA-T-5	740
9	MINA-T-6	591
10	MINA T 90E	510

BUYER

SELLER

A. Oef

(Şpac Tatiana)



Shlykovich

(Shlykovich Siarhei)



Invoice W1012 dd 12.10.2007

To contract № WF/E 291
28.12.2006

		Name of article	Quantit y	Unit Price, USD	Total Value, USD
1	2	3	4	5	6
	Code	REFRIGERATED CASE			
1	KI-30-s	KLAUDIA 30 V self service	475	4474.00	2 125 150.00
2	KI-36-s	KLAUDIA 36 V self service	510	5488.00	2 798 880.00
3	KI-30-sb	KLAUDIA 30 V self service BA	505	4260.00	2 151 300.00
4	KI-36-sb	KLAUDIA 36 V self service BA	470	5225.00	2 455 750.00
5	KI-12-s	KLAUDIA 12 semi	700	2955.00	2 068 500.00
6	KI-12-s1	KLAUDIA 12 semi	728	3682.00	2 680 496.00
7	Mt-4	MINA-T-4	620	3720.00	2 306 400.00
8	Mt-5	MINA-T-5	740	4550.00	3 367 000.00
9	Mt-6	MINA-T-6	591	5233.00	3 092 703.00
10	Mt-90e	MINA T 90E	510	3831.02	1 953 821.00
TOTAL: USD			25 000 000.00		

BUYER

A. Oef-

(Şpac Tatiana)



SELLER

Shlykovich

(Shlykovich Siarhei)

